

#10841

SETTLEMENT AGREEMENT

Settlement Agreement made this 22nd day of December 1993 by and between D.C. ROADHOUSE, L.P., t/a MUSIC CITY ROADHOUSE, a District of Columbia limited partnership located at 1050 30th Street, N.W., Washington, D.C. ("APPLICANT"), and the CITIZENS ASSOCIATION OF GEORGETOWN, a District of Columbia not-for-profit corporation located at 3222 N Street, N.W., Washington, D.C. ("PROTESTANT").

WITNESSETH

WHEREAS, APPLICANT has applied for the transfer/re-issuance of a Class C/R retailer liquor license; and

WHEREAS, PROTESTANT has filed a protest in opposition to such transfer/reissuance pursuant to Section 14(b) of the Alcoholic Beverage Control Act ("Act"); and

WHEREAS, the parties hereto desire to settle their disagreements.

NOW, THEREFORE, in consideration of the promises herein contained, the parties hereto agree as follows:

1. PROTESTANT withdraws its protest in opposition to the APPLICANT'S pending application and will advise the Alcoholic Beverage Control Board of its non-opposition to said application, in consideration of and in reliance upon the commitments reflected below.

2. APPLICANT in consideration of the above-noted withdrawal agrees to the following:

2.1. APPLICANT will establish and maintain a first class, family-style restaurant, with a fully-equipped kitchen and a sufficient number of trained service and other staff to operate a restaurant of that quality, serving the type of food described in the sample menu attached to APPLICANT'S license application.

2.2. APPLICANT'S kitchen will at all times be open until at least two hours before closing and will serve food until such time.

2.3. APPLICANT'S advertisements, promotional materials and window displays will be such as to emphasize and promote the service of food and the quality of food service. This will include all newspaper, magazine, radio, and/or television advertising as well as all promotional flyers, whether distributed to a general or to a limited audience and whether distributed by

APPLICANT or by an independent promoter.

2.4. Food service will be available during all hours of kitchen operation in all areas of the licensed premises, as shown on the floor plans attached to APPLICANT'S license application.

2.5. APPLICANT'S food sales will comply with the District of Columbia statute and ABC Regulations pertaining to a C/R license, which presently provide that 45% of its sales must be food.

2.6. APPLICANT will provide parking places on the premises at 1050 30th Street, N.W., free of charge to its patrons after 6 p.m. Monday through Friday and all day Saturday and Sunday. All advertisements and promotional materials as set forth in subsection 2.3 above will note prominently the availability of free parking on the premises. APPLICANT will post signs prominently inside each entrance to the licensed premises noting the availability of such free parking and will use its best efforts to obtain permission of the landlord to post such signs in the windows and outside all entryways to the licensed premises and at the entrance to the garage.

2.7. APPLICANT agrees that all waitpersons will be at least 18 years of age and all bartenders will be at least 21 years of age and that all such persons will, prior to being employed, provide the documentation required by D.C. law and regulations as proof of age. APPLICANT agrees that all managers will be at least 21 years of age and that all such persons will, prior to being employed, provide the documentation required by D.C. law and regulations as proof of age, so long as consistent with laws prohibiting discrimination on grounds of age.

2.8. APPLICANT will require that between the hours of 6:00 p.m. and closing a manager be on duty who has completed the TIPS program.

2.9. APPLICANT will require that all waitpersons and bartenders receive TIPS training.

3.0. APPLICANT will require that all waitpersons and bartenders demand the documentation required by D.C. law and regulations as proof of age before serving alcoholic beverages to anyone who appears to be underage.

3.1. APPLICANT will post prominently one or more posters designed to prevent underage drinking, such as those provided free of charge by the Century Council.

3.2. APPLICANT will not provide discount drinks or "happy hour" promotions.

3.3. APPLICANT will permit dancing by patrons only in the private party rooms in connection with a private party and will provide live entertainment only as permitted in APPLICANT'S lease and only for promotional purposes no more than once each month or in connection with private parties.

3.4. APPLICANT will ensure that piped-in music will not be audible outside the licensed premises.

3.5. APPLICANT will limit ingress of patrons so that at no time are there more persons on the premises than allowed by the maximum room and total occupancy requirements of D.C. law and fire regulations.

3.6. APPLICANT will control patrons waiting outside for access to the premises so that an orderly line is maintained without causing noise or disturbance to pedestrians or residents.

3.7. APPLICANT will close by 1:00 a.m. on Sunday through Thursday and by 2:00 a.m. on Friday and Saturday.

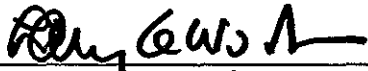
4. APPLICANT agrees that any additional terms and conditions of the license hereafter issued to APPLICANT are hereby incorporated by reference and are in full force and effect under this Agreement as if fully set forth herein.

5. This Agreement is contingent upon acceptance by the Alcoholic Beverage Control Board.


6. The terms of this Agreement are conditions of the license hereafter issued to APPLICANT and will apply to any holder of said license during its term.

IN WITNESS WHEREOF, the parties hereto have entered into this agreement as of the date first above written.

D.C. ROADHOUSE, L.P.
t/a MUSIC CITY ROADHOUSE, APPLICANT


by: ~~James Curtis Cole~~, **LARRY R. WORK, VICE PRESIDENT**
~~President~~ of General Partner,
Ashley and Adelaide's General Store, Inc.

CITIZENS ASSOCIATION OF GEORGETOWN, PROTESTANT


by: Stephen Kurzman,
Member of Board of Directors and ABC Committee